

4-0308

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THIS AGREEMENT made the 16th day of October 1972, between
THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to
as the Board, and

THE LITTLE FERRY EDUCATION ASSOCIATION, hereinafter referred
to as the Association.

THIS BOOK DOES
NOT CIRCULATE

W I T N E S S E T H :

WHEREAS, the Board is required by law to negotiate with the
Association on wages and the terms and conditions of employment,
and,

WHEREAS, the parties through good faith negotiations have
reached agreement in all matters and desire to execute this con-
tract covering such agreement,

NOW, THEREFORE, in consideration of the mutual covenants and
conditions hereinafter contained, the parties hereto agree as
follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Education Assoc-
iation as the exclusive bargaining representative for all certi-
fied teaching personnel and all nurses under contract, but ex-
cluding supervisory and executive personnel, office, clerical
and maintenance and operating employees.

(a) The terms "teacher(s)" or "nurse(s)" when used
hereinafter in this agreement shall refer to all employees rep-
resented by the name of the employee organization in the bargaining
or negotiating unit as above defined.

(b) The term "Board" shall include its officers and
agents. The Board agrees not to negotiate with any organization
other than that designated as the representative, above mentioned,
for the duration of this agreement.

2. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of
the district, hereby retains and reserves unto itself, without
limitation, all powers, rights, authority, duties and responsibil-
ities conferred upon and vested in it by the laws and Constitution
of the State of New Jersey, and of the United States, including,
but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(b) To hire all employees subject to the provisions of law, determine their qualifications, the conditions for their continued employment, their dismissal or demotion; and promote, and transfer all such employees;

(c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(e) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. .

3. LUNCH HOUR DUTIES

Teachers will be assisted in lunchroom duties and lunch hour playground supervision by aides. These aides will be directly responsible to an assigned teacher who shall be stationed in the building to discharge her legal obligations.

4. ASSOCIATION RIGHTS AND PRIVILEGES

(a) Use of School Buildings - the Association through its duly appointed representative shall have the right to request use of school buildings at reasonable times for meetings. The Principal of the building shall receive requests at least 48 hours prior to the proposed meeting, if possible, and shall grant reasonable requests where possible; if there is no scheduling conflict.

(b) The Association shall have use of a bulletin board in each building which bulletin board shall be located in the faculty lounge.

(c) The Association shall have the right to use teachers' mailboxes to distribute material dealing with the proper and legitimate business of the Association.

5. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT COMMITTEE

The Board hereby establishes a Professional Development and Educational Improvement Committee to act upon requests from teachers and nurses to attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions. The committee shall be comprised of four (4) members consisting of the Superintendent of Schools, one building principal (to be appointed by the Superintendent of Schools with Board approval) and two teaching representatives (to be elected by the teaching staff for a two year term).

All recommendations of this committee must be approved by the Board of Education.

6. PROFESSIONAL INCENTIVE PROGRAM

(a) The purpose of the Professional Incentive Program is to enable teachers and nurses to meet the requirements for advanced standing on the salary guide through activities that will

best serve their needs as teachers.

(b) All equivalency credit activities shall be recommended by the Professional Development and Educational Improvement Committee and submitted to the Board of Education for approval. A written application must be completed on the appropriate request form which may be obtained from the principal of each building.

(c) Equivalency credit may be granted for courses, workshops, and in-service programs sponsored or approved by the local school board, institutions of higher learning or other professional organizations.

(d) Equivalency credits shall be granted upon receipt of certified transcripts from institutions of higher learning or certificates of attendance from in-service courses.

(e) Credits

i. College graduate study undertaken at any accredited college or university shall have the credits determined by the specific institution of higher learning.

ii. The credits for Bergen County Education Association sponsored or approved workshops shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

iii. The credits for any in-service programs sponsored or approved by the Board shall be determined by the total number of hours, i.e.:

12 hours equals: 1 Credit

24 hours equals: 2 Credits, etc.

iv. Any accumulation of fifteen (15) credits submitted by a teacher or nurse to meet requirements for advanced standing on the salary guide must consist of ten (10) credits earned in graduate study in an accredited college or university.

(f) The Board shall reimburse any teacher participating in the Professional Incentive Program for any tuition fees incurred by the teacher up to a maximum for any teacher of Three Hundred Twenty-five Dollars (\$325.00) for the 1972-73 school year and Four Hundred Dollars (\$400.00) for the 1973-74 school year.

i. Reimbursement for tuition fees incurred for credit activity shall be made on or before October 1 for tuition fees incurred during the preceding September through June and on or before April 1 for tuition fees incurred during the preceding July through September. Reimbursement shall be applied toward the maximum reimbursement allowed for the fiscal year in which incurred; provided that

A. The course or equivalent was recommended by the Professional Development and Educational Improvement Committee, approved by the Board and satisfactorily completed by the teacher.

B. The teacher remains in the employ of the Board.

ii. Reimbursement for tuition fees incurred for non-credit activity shall be made upon submission to and approval by the Board and upon compliance with the requirements set forth in paragraph 6 (f) of this agreement. Reimbursement for non-credit activity shall be applied toward the maximum reimbursement for the fiscal year in which the expense was incurred.

7. TEMPORARY ABSENCES AND LEAVES

(a) General Policy - Under no circumstances shall any teacher or nurse be absent from school without the knowledge of the Superintendent's office. Notification shall take place prior to the opening of the school day in accordance with procedures set forth in the Administrative Manual.

(b) Personal illness - Absences for personal illness shall be allowed and shall include full pay for ten (10) school days in each school year. If less than ten (10) days of allowed sick leave is taken in any school year, the unused days may be accumulated without limit, beginning from the date of current continuous employment by the Board, to be available in case of personal illness in subsequent school years. The term "current continuous employment" as used in this sub-paragraph shall include time on authorized leave provided there is a return to work immediately at the end of such leave. An employee who is ill or disabled for a greater number of days than the total number of sick leave days that he has accumulated shall be paid the dif-

ference between his salary and the salary paid his substitute. This additional sick leave with pay as hereinbefore defined, shall start the day following the last day of accumulated sick leave. This additional sick leave with pay shall not extend beyond June 30 of the school year in which the illness or injury occurred. The Board, at its discretion, may require medical certification as to the necessity for sick leave beyond that which has been accumulated by any employee.

(c) Illness In The Family - Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one to five days leave at half pay. The number of days and number of leaves in any school year shall be determined at the discretion of the Board. Leave granted under provisions of this sub-paragraph are in addition to any leave granted under sub-paragraph (b) of this section.

(d) Death In The Immediate Family - A maximum of four (4) days without loss of pay will be allowed for absence due to death in the immediate family. The four (4) days shall be reduced by any intervening non-school day(s); for example, if the first day is taken on a Friday, only that day and the immediately following Monday shall be allowed with pay. Leave beyond the four day period may be allowed on one-half pay in the discretion of the Board. The immediate family is defined as spouse, children, parent, brothers and sisters, and any other permanent member of the household of which the teacher is a member. In the event of the death of an uncle, aunt, mother-in-law, or grandparent, there shall be allowed a one day absence without loss of pay.

(e) Quarantine - Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay. A certificate from the health officer of the community or a school physician shall be filed with the Board Secretary for all absences due to quarantine under this section.

(f) Court Subpoena - Absence required by subpoena shall be allowed for one school day with pay. Additional days where required by subpoena and documented to the satisfaction of the Board

may be allowed at one-half pay. If a teacher or nurse is a party to a suit, other than as a defendant in a litigation arising as a result of school duties, absences from school as a result thereof shall be granted in accordance with the section on Personal Leave.

(g) Personal Leave - A maximum of three (3) school days per year shall be allowed with pay for discharge of important personal matters; family, business, legal and religious responsibilities; and professional association responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. At least three (3) days' notice in writing shall be given to the Superintendent, except for emergency matters. All personal leave shall be subject to the Superintendent's approval. One unused personal day may be accumulated and forwarded to the subsequent year so as to provide a total of not more than four (4) days personal leave in any year.

(h) Inclement Weather - When schools are open for pupils in inclement weather, teachers and nurses shall report for duty. If a teacher or nurse cannot reach his post because of inclement weather, a detailed explanation, in writing, must be submitted to the Board Secretary if any pay is sought for such absence. Payment for such absence shall be at the discretion of the Board.

(i) Any absence or time allowed under any provision of the paragraph entitled "Temporary Absences and Leaves" shall be non-cumulative except where otherwise expressly provided.

8. EXTENDED LEAVES OF ABSENCE

(a) Maternity Leave - a maternity leave up to a maximum of twenty-four (24) calendar months without pay may be granted to all tenure women teachers and nurses provided that such leave is requested in writing.

The Superintendent of Schools shall be notified as soon as it is known that such leave will be necessary but not more than thirty (30) days after confirmation of pregnancy. A

teacher or a nurse shall not be permitted to work beyond the fourth (4th) month of pregnancy unless the Board shall otherwise approve.

(b) Personal Health and Family Hardship - A leave up to a maximum of twelve (12) calendar months without pay may be granted to all teachers and nurses by the Board upon the recommendation of the Superintendent. An application for such leave for restoration of health or the alleviation of personal or family hardship shall be made in writing to the Superintendent.

(c) Sabbatical Leave

i. Requests for sabbatical leave shall be filed with the Superintendent in writing on forms furnished by him no later than November 1 of the year immediately preceding the school year for which the sabbatical leave is requested.

ii. Not more than two teachers of the staff will be granted a sabbatical leave in any one year.

iii. Sabbatical leave for study - All teachers holding appropriate certificates who have served satisfactorily for a period of at least seven (7) years in Little Ferry may be granted, at half-pay, a leave of absence for appropriate study for either one-half of a school year or for a full school year.

The teacher granted such leave shall be required to contract with the Board to serve the Little Ferry system for two years after the expiration of such leave. If circumstances prevent fulfillment of two years, the person shall reimburse the district in direct proportion for the unfilled time unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board from this obligation. The following activities shall be considered appropriate study:

A. Formal graduate study (verified). A minimum of fifteen (15) points of credits per semester in the individual's own field or work related to that field. The Superintendent shall exercise discretionary powers of approval.

B. Writing of a doctoral thesis (verified).

C. Schedule of study and travel, planned in consultation with the Superintendent.

changes after June 1972 shall also be eligible for dependent coverage as defined in such plan.

10. SALARY

(a) The 1972-73 salaries of all teacher and nurses covered by this Agreement shall be adopted by the Board as set forth in "Schedule A" which is attached hereto and made a part thereof.

(b) The 1973-74 salaries of all teacher and nurses covered by this Agreement shall be established in compliance with the procedures set forth in paragraph (d) of this section and shall be adopted by the Board and become Schedule A to be attached to and made part of the 1973-74 Agreement to be executed by the parties.

(c) The salary guides set forth in "Schedule A" of the 1972-73 and 1973-74 Agreements between the Board and the Association shall provide for five (5) salary classifications with five (5) separate salary columns defined as follows: BA, BA+15, MA, MA+15 and MA+30.

(d) Procedures for the establishment of the 1973-74 salary schedule shall be as follows:

i. A survey shall be made of all Bergen County school districts to determine the minimum and maximum salaries officially adopted for the 1973-74 school year for the four-year training level (BA), the five-year training level (MA), and the six-year training level (MA+30). School districts adopting salary guides after May 1, 1973 will not be considered for this purpose regardless of the number of salary guides adopted or approved by that date.

ii. The survey shall be conducted under the supervision of the Superintendent of Schools and the President of the Association and replies shall be in writing from the reporting districts. In the event that a salary guide is adopted prior to or on May 1, 1973, but written confirmation of same is not received and acknowledged by the Superintendent and Association President by that date, said reported adoption(s) shall be counted in the calculations to determine the 1973-74 salary guide in Little Ferry if it can be documented on or before May 15, 1973 that the adoption did in fact occur by May 1, 1973.

iii. After the replies from reporting districts have been tabulated, the minimum and maximum salaries to be paid in Little Ferry for the BA column, MA column and MA+30 column shall be established at the median of the reporting districts for the 1973-74 school year. The median for purposes of this sub-paragraph shall be defined as the mid-point between the lowest and the highest salaries at the minimum and maximum levels of the reporting districts.

iv. The minimum and maximum salaries for each of the two (2) intermediate columns (BA+15 and MA+15) shall be established at the midpoint between the adjacent columns to the nearest \$10.00.

v. Increments for each of the five (5) columns shall be computed by dividing the difference between the minimum and maximum salaries by the number of steps in that column rounded off to the nearest \$10.00.

vi. It may be necessary to have one increment which is more or less than the other increments in any column of the salary guide due to the establishment of the minimum and maximum prior to determining increments. Whenever this happens, the increment which is different shall be the one located between the last two (2) steps on that column.

(e) The Salary Guides for the 1972-73 and 1973-74 school years shall have steps as follows:

BA Column - 13 steps
BA+15 Column - 13 steps
MA Column - 14 steps
MA+15 Column - 14 steps
MA+30 Column - 16 steps

(f) Any agreement or settlement pertaining to salaries for the 1973-74 school year shall be subject to revision, modification, and/or adjustment if such agreement or settlement is found to be contrary to existing guidelines at the time said agreement or settlement is reached as set forth by the Federal Pay Board or other official agencies empowered to establish wage controls.

(g) It shall be clearly understood by the parties hereto that the salary schedules do not guarantee an automatic salary

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increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and ^{longevity} ~~merit~~-increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

i. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this withholding of salary increment.

ii. Either party shall have the right to request a hearing of a joint grievance board composed of:

A. Three (3) members of the Board or its Administrators, or combination thereof, and,

B. Three (3) members of the Association, and,

C. One (1) person not associated with either party agreed upon by the Board and the Association.

D. Such request for hearing shall be made in writing to the Superintendent of Schools within thirty (30) days after receipt of the notice referred to in sub-paragraph (g) i.

iii. If the Superintendent of Schools and the President of the Association do not agree that a grievance exists, a meeting of the joint grievance board shall be convened within thirty (30) days.

iv. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the joint grievance board. Such a meeting before this board shall not constitute a plenary hearing. Said employee may be represented at said hearing by any member of the Association of his choosing. The recommendations of the above committee shall be binding upon the Board of Education. The purpose of this procedure is to hear and ascertain the merits for the withholding of salary increment only.

v. The Board will not take necessary formal action until a date subsequent to the above meeting.

vi. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written

notice of such action to the employee concerned.

vii. No reprisals of any kind shall be taken by the Board or by any member of the administration against any teacher who is a party in interest, any building representative designated by the teachers, any member of the P.R. & R. Committee (Association's Committee on Professional Rights and Responsibilities) or any other participant in this procedure by reason of such participation.

viii. All documents, communications, and records dealing with the processing of a hearing of this nature shall be filed in a separate file and shall not be kept in the personal file of any of the participants.

ix. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this section.

(h) Teachers shall be paid in 20 equal semi-monthly installments during the school year.

11. LONGEVITY PAY

In consideration of long term tenure, the Board of Education will grant the following:

(a) An additional three (3%) per cent of the base pay (last step on prevailing guide) for teacher and nurse personnel after twenty (20) years of service in the Little Ferry School District.

(b) An additional four (4%) per cent of the base pay (last step on prevailing guide) for teacher personnel after twenty-five (25) years of service in the Little Ferry School District.

(c) An additional five (5%) per cent of the base pay (last step on prevailing guide) for teacher personnel after thirty (30) years of service in the Little Ferry School District.

12. DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers and nurses dues for the Little Ferry Education Association, the Bergen County Education Association, the New Jersey Education As-

sociation, or the National Education Association or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in the manner set forth in Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e).

13. GRIEVANCE PROCEDURE

(a) Policy

i. To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

(b) Definitions

i. A grievance shall mean a complaint by an employee(s) (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he (they) has (have) been treated unfairly or inequitably by reason of any event or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone or (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or (f) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

ii. The teacher "organization" recognized by the Board as the official and exclusive representative for the full time professional employees of this school district shall in all

instances be the Little Ferry Education Association.

iii. The "Association's Committee on Professional Rights and Responsibilities" (hereinafter referred to as the "P.R. & R. Committee") shall be composed of three teacher organization members. Selection of this committee shall be made by periodically held elections by the organization membership. The Superintendent of Schools and the President of the Board of Education shall be notified in writing, within three (3) days, of any changes in committee membership. It is the purpose of this committee to determine whether or not an employee's(s') grievance is in fact justifiable.

(c) Procedure.

i. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement:

ii. In presenting his (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

iii. The member(s) shall have the right to present his (their) appeal or to designate the P.R. & R. Committee to appear with him (them) or for him (them) at any step in his (their) appeal.

Step 1. Any professional employee(s) who has (have) a grievance shall discuss it first with his (their) principal in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing to the P.R. & R. Committee for reviewing the grievance. The grievance shall be prepared in the following form:

- A. The nature of the grievance.
- B. The nature and extent of the injury, loss or inconvenience.
- C. The results of previous discussions.

grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC). If the P.R. & R. Committee determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s).

Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution.

(d) No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P.R. & R. Committee, or any other participant in the grievance procedure by reason of such participation.

(e) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

(f) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

(g) Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without any intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

14. PROTECTION OF TEACHERS' PROPERTY

The Board shall assist the teachers to recover under insurance policies held by the Board for any loss or damage to clothing or other personal property where said loss or damage is incurred while the teacher is on duty in the school, on the school premises, or on a school-sponsored activity, provided the loss or damage is not due to the teacher's negligence.

15. SUCCESSOR AGREEMENT

The parties hereto agree to meet at reasonable times to negotiate a successor agreement in good faith. The Board and the Association each agree to appoint properly authorized representatives to meet in private and confidential sessions with the representatives of the other party.

Negotiations shall commence with a procedural session on or before October 1, 1973 to establish items such as the following: (a) time and dates of meetings; (b) procedure for presentation of proposals; (c) procedure for presentation of additional proposals and counterproposals.

16. EFFECTIVE DATE

This Agreement shall continue in full force and effect without change until completion of the required school years (as per New Jersey State Law) of 1972-73 and 1973-74 and shall not be modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals all on the day and year first above written.

LITTLE FERRY BOARD OF EDUCATION

By: Arthur A. Butcher
President

ATTEST:

Arthur A. Butcher
Secretary

LITTLE FERRY EDUCATION ASSOCIATION

By: Norman A. Pico
President

ATTEST:

Julia B. Annunzio
Secretary

SCHEDULE "A"

LITTLE FERRY TEACHER AND NURSE SALARY GUIDE - 1972-1973

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
0	\$8,650	\$9,050	\$9,450	\$9,850	\$10,250
1	8,850	9,250	9,650	10,050	10,450
2	9,050	9,450	9,850	10,250	10,650
3	9,400	9,800	10,200	10,600	11,000
4	9,750	10,150	10,550	10,950	11,350
5	10,100	10,500	10,900	11,300	11,700
6	10,450	10,850	11,250	11,650	12,050
7	10,800	11,200	11,600	12,000	12,400
8	11,250	11,650	12,050	12,450	12,850
9	11,700	12,100	12,500	12,900	13,300
10	12,150	12,550	12,950	13,350	13,750
11	12,600	13,000	13,400	13,800	14,200
12	13,050	13,450	13,850	14,250	14,650
13	13,500	13,900	14,300	14,700	15,100
14			14,750	15,150	15,550
15					16,000

Increments

Steps 1 and 2	- \$200
Steps 3 thru 7	- \$350
Steps 8 thru maximum	- \$450

Longevity Pay

20 years	- 3%
25 years	- 4%
30 years	- 5%